

S/N 10/717,115

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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| Applicant: | Constantine Sandu | Examiner: | Drew E. Becker |
| Serial No.: | 10/717,115 | Group Art Unit: | 1794 |
| Filed: | November 19, 2003 | Docket No.: | 15721.0351US01 |
| Title: | MAGNETIC ALIGNMENT SYSTEM FOR SCRAPED SURFACE HEAT EXCHANGER AND METHOD | | |

ELECTRONICALLY FILED ON DECEMBER 23, 2008

**TERMINAL DISCLAIMER TO OBLVIA
TE A DOUBLE PATENTING REJECTION**

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Petitioner, ConAgra Grocery Products Company, a corporation organized and existing under the laws of the State of California and having its primary place of business at 3355 Michelson Drive, Irvine, California 92612 represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 10/717,115, filed on November 19, 2003, and entitled MAGNETIC ALIGNMENT SYSTEM FOR SCRAPED SURFACE HEAT EXCHANGER AND METHOD, by virtue of the assignment recorded at Reel 014730/Frame 0497.

Petitioner, ConAgra Grocery Products Company, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of copending U.S. Patent No. 6,675,877 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,675,877, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent No. 6,675,877, in the event that any such issued patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims canceled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

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Date: December 23, 2008


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